

LAW OFFICE OF GREGORY JAVARDIAN, LLC

By Mary F. Kennedy, Esquire

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Attorney for Deutsche Bank National Trust Company, as Indenture Trustee for New Century Home Equity Loan Trust 2005-4

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

IN RE:
Tonia Y. Walker

Debtor(s)

Chapter 13 Proceeding

23-12206 MDC

**STIPULATION BY AND BETWEEN TONIA Y. WALKER AND DEUTSCHE
BANK NATIONAL TRUST COMPANY, AS INDENTURE TRUSTEE FOR NEW
CENTURY HOME EQUITY LOAN TRUST 2005-4**

WHEREAS, the parties hereto, and their respective counsel, have agreed as to the disposition of the Motion for Relief from the Automatic Stay filed by Mary F. Kennedy on behalf of mortgagee, Deutsche Bank National Trust Company, as Indenture Trustee for New Century Home Equity Loan Trust 2005-4 ("Movant").

NOW, THEREFORE, intending to be legally bound, the parties hereto, herewith stipulate as follows:

1. Movant is a mortgage and holder of a perfected, secured claim against the Debtor pursuant to a Note and Mortgage on Debtor's real estate known as at 252 W. Colonial St., Philadelphia, PA 19126.
2. Upon approval by the United States Bankruptcy Court of the within Stipulation, Debtor and secured creditor, Deutsche Bank National Trust

Company, as Indenture Trustee for New Century Home Equity Loan Trust
2005-4, agree to the following:

(a) Debtor(s) acknowledges that the current regular monthly post-petition mortgage payment is \$728.88 per month. The monthly payment is subject to change in accordance with the terms of the Note and Mortgage.

(b) Debtor(s) acknowledge that debtor(s) is currently due for the following amounts post-petition:

8/1/2023 Payment	\$728.88
9/1/2023 Payment	\$728.88
10/11/2023 Payment	\$728.88
11/1/2023 Payment	\$728.88
TOTAL	\$2,915.52

(c) Commencing with the December 1, 2023 payment the Debtor(s) shall resume and shall continue to make all regular monthly post petition mortgage payments when they are due in accordance with said Note and Mortgage.

(d) Within fifteen (15) days of the Court's approval of this Stipulation Debtor(s) shall amend the Plan to provide for the payment of the post-petition arrears of \$2,915.52 to Movant through the Plan.

(e) Within fifteen (15) days of the Court's approval of this Stipulation Movant shall file a Proof of Claim which shall include the \$2,915.52 in post-petition arrears in its arrears claim.

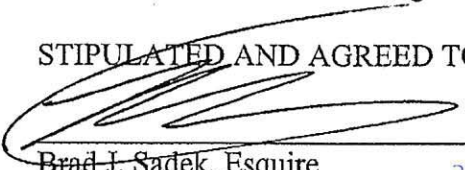
(f) All payments from Debtor(s) to Movant its successors and/or assigns shall be in the form of certified funds.

- (g) The provisions of the Stipulation do not constitute a waiver by Movant of its right to seek reimbursement of any amounts not included in this Stipulation, including fees and costs, due under the terms of the mortgage and applicable law.
- (h) The Debtor(s) shall timely tender all payments and comply with all conditions in accordance with this Stipulation. If such payments or conditions are not timely made, Movant may provide the Debtor(s) and their counsel with fifteen (15) days written notice of default. If the default is not cured within the fifteen (15) day period, Movant may certify the default to this Court and an Order shall be entered granting Movant its successors and/or assigns relief from the automatic stay without further notice and hearing.
- (i) Should Movant its successors and/or assigns be granted relief from the stay after filing a Certification of Default in accordance with paragraph 2(h) above, the parties agree that the said relief order shall include the following language: "bankruptcy Rule 4001(a)(3) is not applicable, and Movant is allowed to immediately proceed with foreclosure and all other relief available under the non-bankruptcy law."
- (j) Should Movant its successors and/or assigns be granted relief from the stay after filing a Certification of Default in accordance with paragraph 2(h) above, the parties agree that the said relief order shall include the following language: "Federal Rule of Bankruptcy Procedure 3002.1 is no longer applicable to Deutsche Bank National Trust Company, as

Indenture Trustee for New Century Home Equity Loan Trust 2005-4
and/or its successors and assigns.”

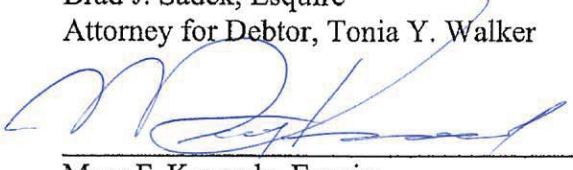
(k) The parties agree that a facsimile may be submitted to the Court as if it
were an original.

STIPULATED AND AGREED TO BY:



Brad J. Sadek, Esquire
Attorney for Debtor, Tonia Y. Walker

Date: 11/22/23



Mary F. Kennedy, Esquire
Attorney for Deutsche Bank National Trust Company, as Indenture Trustee for New
Century Home Equity Loan Trust 2005-4

Date: 11/22/2023

No Objection - Without Prejudice to Any Trustee Rights
or Remedies

/s/ LeeAne O. Huggins

Date: November 29, 2023

Kenneth E. West, Esquire
Trustee

On this ____ day of _____, 2023, approved by the Court.

United States Bankruptcy Judge
Magdeline D. Coleman